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## TRAVEL AND SUBSISTENCE PROVISIONS

FOR

OPERATING ENGINEER  
CRANES, PILE DRIVING AND HOISTING EQUIPMENT (OPERATING  
ENGINEER)  
TUNNEL (OPERATING ENGINEER)

IN

SAN DIEGO COUNTY

San Diego

DVP

# MASTER LABOR AGREEMENT

B E T W E E N

THE INTERNATIONAL  
UNION OF OPERATING  
ENGINEERS

A N D T H E

ASSOCIATED GENERAL  
CONTRACTORS OF AMERICA  
SAN DIEGO CHAPTER, INC.



LOCAL 12

JUNE 16, 1998

UNTIL

JUNE 15, 2001

## TO THE MEMBERS OF LOCAL 12:

We are pleased to bring you this labor-management agreement. Its provisions are the result not only of the energy and effort of your negotiating committee, but also of the input by many of you who attended meetings, gave us ideas and, finally, ratified this package.


Your participation is much appreciated. As you all know, we are in a period in which non-union and anti-union pressures have been relentless. It takes the constancy of the members standing solidly behind the negotiators to protect the gains we've achieved over many years of tough bargaining.

DEC 14 1998

This union continues to prosper because it offers employers a service they cannot obtain in any other way than through a union contract. This agreement gives a pledge to employers that they will have available top quality operating engineers whose training and skill are unequalled. This means that each member has an obligation to provide a fair day's work for a fair day's pay and to show by the excellence of his or her performance that union workers are the best investment an employer can make.

It's good to know that I can count on all of you. You have my thanks and my best wishes for a safe and secure future.

Fraternally yours,

  
WM. C. WAGGONER  
Bus. Mgr. and Gen. Vice-Pres.

one-half (7½) hours are worked.

c. The Employer shall establish a definite starting and quitting time for each shift and shifts shall run consecutively with no more than one (1) hour break between shifts. In no event shall the regular working hours of the regular shifts be staggered or overlap. The shift differential, as indicated above, shall apply whenever shifts are worked, including Saturdays, Sundays and holidays.

#### **M. Special Rules:**

1. Employees shall receive not less than one-half (½) hour of pay at the appropriate overtime rate for firing up and/or starting and oiling and/or greasing or repairing of equipment or machinery when performed before or after the regular shift.

2. When equipment is operated before or after shift or on Saturdays, Sundays or holidays, the employee assigned to such equipment during the regular shift shall work the overtime except in case of emergency. When the overtime work is assigned to anyone other than the employee assigned to such equipment or work during the regular shift, the employee assigned during the regular shift shall be compensated at the applic-

able overtime rate.

3. When field repair is performed on overtime, the overtime shall be distributed equitably among the employees performing this work during the regular shift.

4. Employees shall travel to and from their daily initial reporting place on their own time and by means of their own transportation. The Contractor shall be responsible for payment of wages from the reporting point (parking area), as ordered by the Contractor to the jobsite and from job-to-job and return. However, employees who voluntarily report to a point for free transportation to the jobsite will not be compensated for the time in route and return. For off-shore work, employees will receive travel pay at straight-time rates from point of embarkation to jobsite and from jobsite to debarkation, regardless of mode of transportation.

5. Whenever, because of remoteness of parking areas, hazardous road conditions or security restrictions, the Contractor is required to furnish transportation for workmen within his jobsite to the place of their work, this transportation shall be equipped with seats and handrails.

6. The Contractor shall provide or pay for

**P. Travel Expense and Subsistence:**

1. Effective on all work bid after June 15, 1985, within the boundaries of Camp Pendleton, Zone pay as hereinafter defined in "Exhibit A" shall apply for which the hourly rate of pay will be Two Dollars and Seventy-Five cents (\$2.75) per hour above the regular rate and shall become the base rate for the entire shift.

2. Effective June 16, 1985, for all work performed in San Diego County other than Camp Pendleton, at the option of the Employer, either suitable board and room, or Twenty-Two Dollars (\$22.00) per day subsistence allowance in lieu thereof, shall be paid employees covered by this Agreement on remote projects as described in "Exhibit A", attached hereto. Subsistence is to be paid for a minimum of five (5) days per week, or for additional days if work is scheduled. Employees shall be paid subsistence unless they are sent home because of prolonged inclement weather or other conditions causing discontinuance of job operations. Employees sent home will be given at least two (2) consecutive work days off or subsistence will be paid for five (5) days.

3. Subsistence shall apply to employees ordered to report for work and for whom no

work is provided.

4. When a holiday falls on a Monday, Thanksgiving Day, and the Friday following Thanksgiving Day and the employee is not required to work on those days, the Employer shall not be required to pay subsistence.

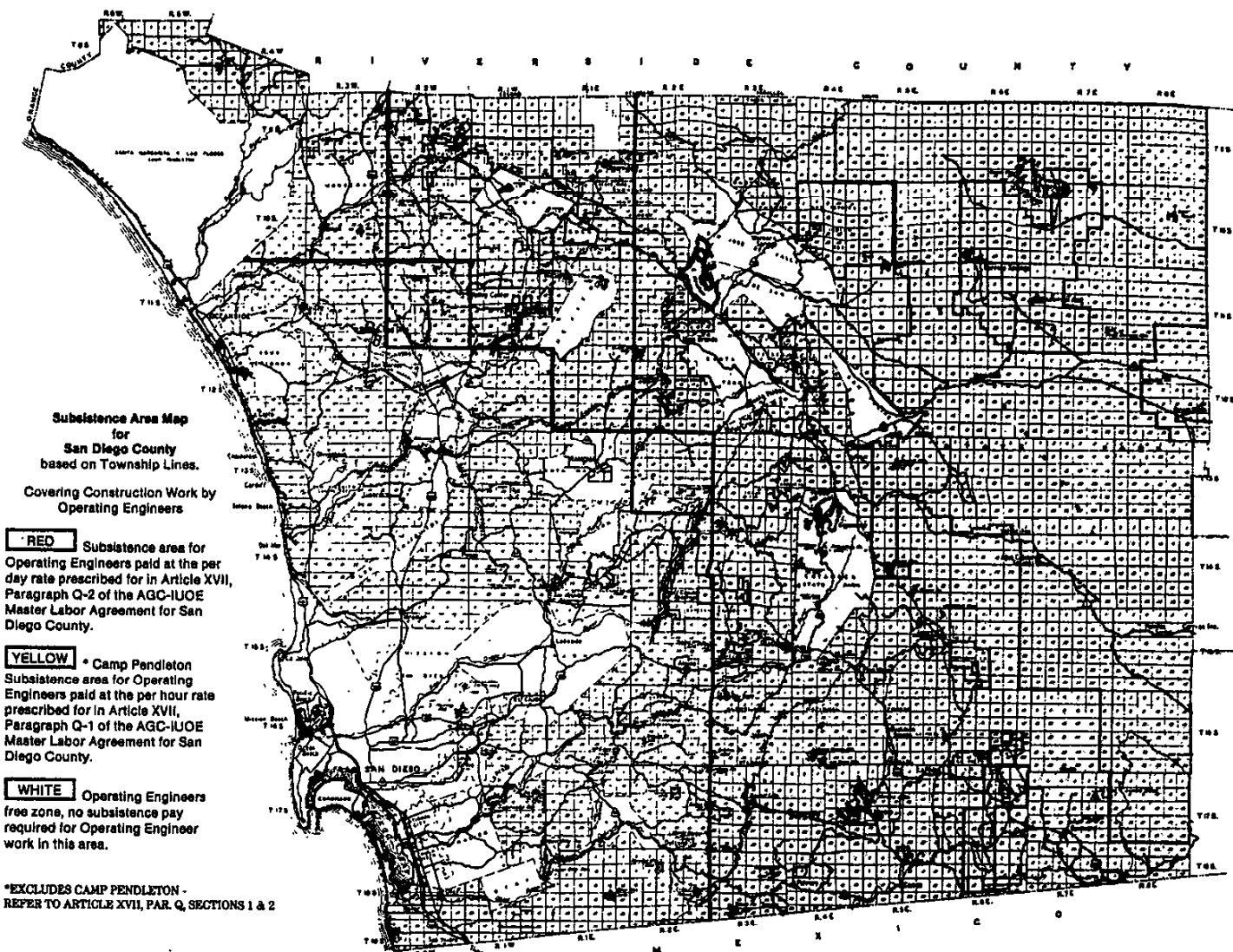
5. "Exhibit A". A "remote project" is herein defined as portions of various townships and ranges of the San Bernardino Base and Meridian in the County of San Diego, State of California, according to official maps thereof, lying within the limits of the following described line:

Beginning at a point of the intersection of the northerly boundary of San Diego County and the easterly line of Range 3 East, thence southerly on the easterly line of Range 3 East to the Mexican Border.

6. The per day subsistence allowance shall also apply on any construction work performed by the parties hereto on any of the islands offshore from San Diego County.

**Q. Tide Work Schedule:**

The following provisions shall apply to Operating Engineers on jobs working a single



workmen.

**6. Subsistence - Hot Plant Supplemental Agreement:**

a. When a plant is being erected or moved in or to a subsistence area as outlined in Article XV, Section P, the workmen employed during the erection shall be paid subsistence as set forth in the Master Labor Agreement.

b. When the plant is put into operation, the operating crew shall receive subsistence for a period not to exceed forty-five (45) working days after the plant has been put into operation. Workmen who continue in the operation after erection shall be subject to the forty-five (45) days, including erection and operation.

c. Operating crews at permanently located plants in a subsistence area that are operated on an intermittent basis, shall receive per diem subsistence as outlined in Article XV, Section P, of the Master Labor Agreement.

d. Workmen hired through the Union or transferred from other facilities of the Contractor to a plant in a subsistence area that is operated on a non-intermittent basis, shall receive subsistence for a period not to exceed

forty-five (45) working days.

e. A plant in the subsistence area shall be considered intermittent when the services of a plant crew are not required for ten (10) days or more.

f. Workmen shall receive subsistence rate as defined in Article XV, Section P, under this Article if their home address is more than forty-five (45) miles from the plant.

g. Workmen who are employed at a permanent plant as permanent employees in a non-subsistence area, shall not be eligible for subsistence. However, when employees are requested to report to another plant that is located forty-five (45) miles from their home address, they shall be entitled to subsistence as defined above.

**U. Miscellaneous Provisions:**

1. An administrative trust known as the Operating Engineers Administrative Trust may be established by the Contractors and the Union by an Agreement and Declaration of Trust.

2. Overtime: The first four (4) hours outside the regularly constituted shift shall be at the rate